

REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

SETTLEMENT AGREEMENT
ADMINISTRATIVE CIVIL LIABILITY COMPLAINT NO. R5-2005-0505

CITY OF MARYSVILLE
WASTEWATER TREATMENT AND RECLAMATION FACILITY
YUBA COUNTY

The Executive Officer of the Regional Water Quality Control Board, Central Valley Region, (Regional Board) and the City of Marysville (City) hereby agree to this Settlement Agreement (Agreement) of Administrative Civil Liability (ACL) Complaint No. R5-2005-0505, dated 3 March 2005.

1. This Agreement is entered into by the Executive Officer and the City to resolve by consent and without further administrative proceedings certain alleged violations of the California Water Code (CWC) and Cease & Desist Order (CDO) No. R5-2004-0072.
2. The Executive Officer agrees that full compliance with this Agreement constitutes settlement of ACL Complaint No. R5-2005-0505. ACL Complaint No. R5-2005-0505 alleges that the City failed to submit adequate and complete technical reports by the deadlines specified in the CDO. ACL Complaint No. R5-2005-0505 proposed an ACL in the amount of \$25,000.
3. The Executive Officer and the City believe that settlement of this matter is in the best interest of the people of the State. Therefore, in settlement of ACL Complaint No. R5-2005-0505, the City agrees to comply with the terms and conditions of this Agreement.
4. The City agrees to pay \$15,000 to the *State Water Resources Control Board Cleanup and Abatement Account (C&A Account)* within **10 days** of the date of this Agreement. An additional civil liability in the amount of \$10,000 shall be held in abeyance pending submittal of the following technical reports in accordance with the following timeline:
 - A *Tertiary Treatment Unit Upgrade Report*, containing the information described on page 6, Item 6 of CDO No. R5-2004-0072 shall be submitted by **30 May 2005**;
 - An *Flow Meter Installation Report*, containing the information described on page 6, Item 7 of CDO No. R5-2004-0072 shall be submitted by **30 May 2005**; and
 - A *Sludge Bed Lining Report*, containing the information described on page 6, Item 8 of CDO No. R5-2004-0072 shall be submitted by **30 July 2005**.
5. In consideration of the City's compliance with this Agreement, the Executive Officer agrees not to initiate any other administrative or judicial enforcement actions against the City for the violations alleged in ACL Complaint No. R5-2005-0505. In consideration of the Executive Officer's settlement of ACL Complaint No. R5-2005-0505, the City agrees to toll any applicable statute of limitations.
6. Compliance with this Agreement will be measured by the timely submittal of the \$15,000 and the timely and complete submittal of each technical report cited in Item No. 4 above. If the City fails to fully comply with this Agreement at any time, then within 30 days of the demand of the Executive

Officer, the City shall submit payment of \$10,000, which is the suspended portion of the Complaint. In addition, the Regional Board may take any administrative or judicial enforcement actions available, including reissuance of a complaint for administrative civil liability for the suspended portion of the ACL proposed in ACL Complaint No. R5-2005-0505.

7. In settling this matter, the City does not admit to any of the findings of ACL Complaint No. R5-2005-0505 or that it has been or is in violation of its Waste Discharge Requirements, CDO No. R5-2004-0072, the California Water Code, or any other federal, state, or local law or ordinance.
8. The Executive Officer has the authority to settle this matter in accordance with Water Code Section 13323 and Government Code Section 11415.60.
9. The City has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the California Regional Water Quality Control Board, Central Valley Region, within ninety (90) days of the date of issuance of the ACL Complaint.
10. The City understands that payment in accordance with this Agreement is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in the Complaint may subject it to further enforcement, including additional civil liability.
11. This Agreement is severable; should any provision be found invalid the remainder shall remain in full force and effect.
12. This Agreement may be executed in counterpart.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers on the dates set forth, and this Agreement is effective as of 8 May 2005.

California Regional Water Quality Control Board
Central Valley Region

By: _____
Thomas R. Pinkos, Executive Officer

Date: _____

City of Marysville

By: _____
David B. Lamon, City Services Director

Date: _____